Supreme Court, U.S.
FILED
05-714 SEP 27 2005
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Petition for Writ of Certiorari

(Case No. 03-55143, U.S. Supreme Court, October Term , 2005)

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 2005

No. 03-55143

JOHN HANCOCK *and* CHARITO HANCOCK,
Petitioner,
v.
WALT DISNEY WORLD DBA DISNEYLAND HOTEL *and* HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION LOCAL 681,
Respondents

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

John Hancock
Charito Frias Hancock
322 South Gilbert Street
Anaheim, California 92804
Pro Se Petitioners

QUESTIONS PRESENTED

1. Is a California Citizen's State and Federal Constitutionally protected status to 'be' a unilateral third party contractual beneficiary, by an unambiguous and exclusive reservation of rights, preempted by federal labor law ?

2. Does an employees' execution of a clearly independent and delineated State Contract right , independent and expressly reserved as such as contractually part of an arbitration process to a collective bargaining agreement, require the UNION to explain the CBA's procedure to employees even if the explanation is abhorrent to the interests of the Union, and if the Union fails to do so, has the Union breached it's Duty of Fair Representation ?

PARTIES

The parties to this petition are John Hancock and Charito Frias Hancock . The parties in the courts below were John Hancock (spouse) and Charito Frias Hancock (employee) Plaintiff/ Petitioners and Walt Disney World dba Disneyland Hotel and Hotel Employees and Restaurant Employees Union Local 681 Defendants/ Respondents.

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2. Does an employees' execution of a clearly independent and delineated State Contract right , independent and expressly reserved as such as contractually part of an arbitration process to a collective bargaining agreement, require the UNION to explain the CBA's procedure to employees even if the explanation is abhorrent to the interests of the Union, and if the Union fails to do so, has the Union breached it's Duty of Fair Representation ? (24)

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CITATIONS OF THE OFFICIAL AND UNOFFICIAL REPORTS OF OPINIONS AND ORDERS ENTERED IN THE CASE (INCLUDED IN THE APPENDIX)

ORDER, Denying Petition For Rehearing, United States Court of Appeals for the Ninth Circuit, , by SCHROEDER, Chief Judge, PREGERSON and TROTT entered **June 30th 2005**

MEMORANDUM -Opinion, United States Court of Appeals for the Ninth Circuit, **2005 U.S. App. LEXIS 6761; 136 Fed.** , by SCHROEDER, Chief Judge, PREGERSON and TROTT entered **April 20th 2005**

MINUTE ORDER United States District Court for the Central District of California, Los Angeles, by Judge Percy Anderson entered **October 11th 2002**

MINUTE ORDER United States District Court for the Central District of California, Los Angeles by Judge Percy Anderson entered **October 17th 2002**

STATUTES INVOLVED

Section 301(a) of the Labor-Management Relations Act, 29 U.S.C. § 185(a), provides as follows:

Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without regard to the amount in controversy or without regard to the citizenship of the parties.

United States Constitution Section. 10.

Clause 1: No State shall ..... pass any ..... Law impairing the Obligation of Contracts.....

California Constitution Article 1 Declaration of Rights SEC. 9 stating unequivocally: "A bill of attainder, ex post facto law, **or law impairing the obligation of contracts may not be passed.**"